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MORTGAGE SUBORDINATION AGREEMENT

1102544RTC

THIS AGREEMENT is made this 19th of September, 2011 by Heritage Bank of Schaumburg, ("Subordinating Party"), and is being given to Guaranteed Rate, Inc., its successors/and or assigns, as their respective interests may appear ("Lender"),

RECITALS

1. LENDER is making a mortgage to:

Chadwick Suss and Greta Suss, Husband and Wife, ("Borrower") in connection with the acquisition or efficiency of certain premises with a property address of 2726 N. Janssen Avenue # B, Chicago, Illinois 50614 which premises are described below ("Property"):

SEE LEGAL DESCRIPTION ATTACHED.

Ravenswood Title Company LLC 319 W. Ontario Street Suite 2N-A Chicago, IL 60654

Permanent Index No.:

14-29-302-759 1060

- 2. Borrower is the present owner of the Property or will at the time of the making of the Loan be the owner of the Property, and has executed or is and ut to execute a Mortgage in the sum of \$416,000.00 with a loan number of 1 (40065 3670 in favor of the Len ler.
- 3. Subordinating Party now owns or holds an interest in the mortgagee of the Property pursuant to the provisions of that certain Mortgage dated November 13, 2007, recorded on February 11, 2010 as Document Number 1004205030, in the County of Cook, State of Minois in the amount of \$163,000.00.
- 4. Lender is willing to make such loan to Borrower provided that Ler der obtains a first lien on the Property and that the Subordinating Party unconditionally subordinates the Len of its Mortgage to the lien in favor of Lender in the manner hereinafter described.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and othe good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce Lender to make a loan to Borrower, Subordinating Party hereby agrees with Lender that the Mortgage securing the Note in favor of Lender, and any renewals, extensions, or modification of it, will be and shall remain a lien on the Property and superior to the lien in favor of Subordinating Party in the same manner as if Lender's Mortgage has been executed and recorded prior in time to the execution and recordation of the Subordinating Party's Mortgage.

Subordinating Party further agrees that:

Any future advance of funds or additional debt that may be secured by the Subordinating Party's Mortgage, including, without limitation, additional debt created by any shared appreciation or negative amortization provisions of the Subordinating Party's Mortgage (together, "Future Advances"), shall be subject to the provisions of this Mortgage Subordination Agreement. The Mortgage securing the Note in favor of Lender, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property prior and superior to any lien for Future Advances

Doc#: 1201312140 Fee: \$62.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 01/13/2012 11:23 AM Pg: 1 of 3 SC XXXX

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This agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by both parties. This Agreement shall be binding upon Subordinating Party and the heirs, representatives, successor and assigns of Subordinating Party, and shall inure to the benefit of, and shall be enforceable by Lender and its successors and assigns. Subordinating Party waives notice of Lender's acceptance of this Agreement.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed the day and year first written above written.
Heritage Bank of Schaumburg ("Subordinating Party")
By: Gregory M. Raffe in Its: Executive Vice Prosident
STATE OF ILLINOIS)) SS
COUNTY OF COOK)
On this 19th day of September, 2011, a Notary Public in and for said County, personally appeared to me, Gregory M. Ruffolo personally known to me to ce the Executive Vice President of Heritage Bank of Schaumburg, and that foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.
Witness my hand and notarial seal the day and year above written.
Notary Public "OFFICIAL SEAL"
My commission expires: 7-13-13 Linda Gaeding Ny Commission Expires July 13, 2013

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LEGAL DESCRIPTION

UNIT NUMBER 2724-C IN PARK LANE TOWNHOME CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE FOLLOWING DESCRIBED LAND: LOTS 1, 2 AND 3 IN SUPERIOR COURT PARTITION OF THE EAST 1/2 OF LOTS 2 AND 3 (EXCEPT THE WEST 33 FEET THEREOF DEDICATED FOR PUBLIC STREET) IN JOSEPH E. SHEFFIELDS SUBDIVISION OF BLOCK 45 IN SHEFFIELDS ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 ALSO LOT 4 IN JOSEPH E. SHEFFIELDS SUBDIVISION OF BLOCK 45 AFORESAID, ALSO LOTS 76 THROUGH 79 IN LEMBCKE'S SUBDIVISION OF LOT 5 IN BLOCK 45 IN SHEFFIELDS ASSITION TO CHICAGO AFORESAID, ALSO LOTS 14 THROUGH 18 AND THE NORTH/SOUTH VACATED ALLEY LYING BETWEEN SAID LOTS 14 AND 15 IN SUBDIVISION OF LOT 1 IN LEMBCKE'S SUBDIVISION OF LOT 5 IN BLOCK 45 IN SHEFFIELDS ADDITION TO CHICAGO AFORESAID, EAST OF THE THIRD PRINCIPAL MERIDIAN.

CH SURVE:
CORDED AS DOCUME.
S UNDIVIDED PERCENTAGE.
LINOIS

PROPERTY ADDRESS: 2726 N. JANSSEN AVENUE. #R
CHICAGO, IL 60614

14-29-302-159-1060 WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 18248725 AND AMENDED FROM TIME TO TIME, TOGETHER WITH